

JANAKALYAN



Janakalyan Service Rules-2001

April 2001



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PURPOSE: The purpose of the Service Rules is to set down the policies, conditions, rights and obligations of JANAKALYAN employees subject to their performing of the duties and responsibilities in their respective job descriptions. From the time of hiring, each employee will have access to this policy, so that he/she can adhere to it with full knowledge and information.

1. **Short Title:** These Regulations may be called Janakalyan Service Rules Policy-2001
2. **Application and Commencement**
 - 2.1. These Regulations shall apply to all persons employed by the Organizations as Professionals, Officers, Secretaries and other members of the staff.
 - 2.2. The Regulations will come into force from 1.4.2001 and will remain in force till further modification and/or announcements.
 - 2.3. The Governing Board of JANAKALYAN has the power to amend the clauses of this Regulation without any prior notice to the employees of the organization at any time, as per the provision of Karnataka Societies Registration Act, 1960.
3. **Definitions:** In these Regulations unless there is anything repugnant in the subject or context-
 - 3.1. **"Board"** means the Governing Board of the JANAKALYAN constituted as per the provision of byelaws of JANAKALYAN in accordance with the Karnataka Societies Registration Act 1960.
 - 3.2. **"Secretary"** means an officer who for the time being holds the Office of the Secretary of the JANAKALYAN and draws the operational power from the Governing Board of JANAKALYAN.
 - 3.3. **"Executive Director (ED)"** means the Chief Executive Officer of the organization appointed by the Board and is Ex-Officio Member to the Governing Board of Janakalyan.
 - 3.4. **"Family"** means an employee's wife or husband as the case may be, ordinarily residing with the employee and legitimate children and step children residing with and wholly dependent and dependent parents whose monthly income does not exceed Rs.3000/- per month and it includes in addition, parents, sisters and minor brothers and sisters and widowed mother if residing with and wholly dependent upon the employee.
 - 3.5. **"Pay"** means pay admissible to an employee in accordance with pay-scale as shown in Annexure A to these Regulations and amended from time to time by the Governing Board of JANAKALYAN.
 - 3.6. **"Employees"** designate salaried individuals who, after a probationary period, are given ongoing assignments, either part-time or full-time, and are paid on monthly basis. They will be contracted on long-term basis subject to periodic evaluations and performance assessments. They will have the responsibility towards the day to day functioning and/or in any one of more ongoing/prospective projects of the organization.



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- 3.7. **“Consultants”** are professional experts hired by JANAKALYAN on short-term basis only for the completion of specific tasks and assignments related to the organization or one or more of its projects. Separate and limited contracts, defining their job description, timeline, deliverables, reporting procedures and payment details will be issued to consultants. They will be paid on daily/monthly/weekly basis depending upon the nature of their assignment. They will not be considered as full-time or part-time employees of the organization.
- 3.8. **“Volunteers”** are those who offer their services, time, resources and expertise to the organization without expecting any remuneration and could be from any age, sex and class.

4. **Classification of Service:** The Service of JANAKALYAN staff will be classified as-

GROUP I	Which will comprise of posts carrying the pay scale having the maximum pay in the pay scale not exceeding Rs. _____
GROUP II	Which will comprise of posts carrying the pay scale having the maximum pay in the pay scale not exceeding Rs. _____
GROUP III	Which will comprise of posts carrying the pay scale having the maximum pay in the pay scale not exceeding Rs. _____
GROUP IV	Which will comprise of posts carrying the pay scale having the maximum pay in the pay scale not exceeding Rs. _____
GROUP V	Which will comprise of posts carrying the pay scale having the maximum pay in the pay scale not exceeding Rs. _____

5. **Appointments of employees**

- 5.1. Employees on Group I & II posts will be appointed by the ED/ Secretary in accordance with the directions of the Governing Board or the Committee constituted therefore delegated by a resolution of the Governing Board.
- 5.2. Employees on Group III, IV and V will be appointed by the Executive Director or by an Officer authorized in writing by the ED for this purpose.
- 5.3. Appointments to the posts of JANAKALYAN may be made by direct recruitment or promotion from existing employees on merits or by deputation from other organizations/institutes. Direct recruitment shall be as per the standard procedure of written test, interview and getting the opinions of the references.
- 5.4. **Appointment Letter:** Any personnel employed with JANAKALYAN will be issued an appointment letter prior to his/her employment by JANAKALYAN. The appointment letter will officially announce his/her position within the organization, the place of assignment and the effective date of employment. The appointment letter will carry annexes, specifying the employee’s job descriptions, terms of reference, salary and benefits and other relevant terms of employment.
- 5.5. **Staff orientation:** All new employees will get an orientation about the organization’s vision, mission and strategies, values and beliefs, work culture, its structure and the staff within it, the policies and conditions of employment, the internal rules and regulations, etc.



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6. **Classification of Employees:** Employees of the Organization shall be classified as –
 - 6.1. **Permanent Employees:** “Permanent Employees” means an employee who has been appointed on a permanent basis by the Appointing Authority and includes an employee who has completed a probationary period of one year and who has been confirmed in writing by the Appointment Authority after completion of the above probationary period or its extension thereof.
 - 6.2. **Probationers:** “Probationer” means an employee who has been appointed to fill a permanent vacancy or post and who has not completed one year of service and who has not been confirmed in service by an order in writing. For Group I & II, exception to the probationary period could be reduced to 2 months by the Secretary/ED, at his/her discretion.
 - 6.3. **Temporary Employees:** “Temporary employee” means an employee who has been appointed for a limited period for work which is of an essentially temporary nature or who is employed temporarily as an additional employee with a temporary increase in work of a permanent nature.
 - 6.4. **Trainees:** “Trainee” means an employee who is a learner and who may or may not be paid an allowance during the training.
 - 6.5. **Consultants:** “Consultants” are appointed for a specific task or an assignment for a specific period with lump sum payment as decided while appointing them. They could also be appointed for a specific assignment on long term to avail their occasional services, eg. 2 hours a day for training, or 1 day in a week or 5 days a month, etc.
 - 6.6. **Volunteers:** “Volunteers” are that group of personnel in the organization who volunteers their time, resources and expertise to achieve the goal of JANAKALYAN without expecting any remuneration from the organization. Organization might reimburse the cost of their basic needs such as food, shelter, clothes and daily requirement.
7. **Integrity and Devotion to Duty:** Every employee of the Organization shall at all times maintain absolute integrity and devotion to duty and shall do nothing which is unbecoming of an employee of the Organization.
8. **Secrecy:** No employee shall communicate directly or indirectly any official document or part thereof or information to any person except with the prior permission in writing by the Management.
9. **Prohibition of Trade, Business or Employment:** No employee or any member of his/her family shall except with the previous permission in writing of the management engage directly or indirectly in any trade, business or undertake any part or full time employment / consultancy of any kind and nature or undertake any activity which would, or is likely to, conflict the interest and activity of he Organization.
10. **Service Record:** Service Record of every employee shall be maintained in which particulars in regard to the employee’s date of appointment, name, permanent and present address, date of birth, identification marks, educational qualifications, scales



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of pay and designation, fixation of pay, posting, promotions, transfers, punishments, shall be recorded. The entries in the service book will be attested by the officer duly authorized by the Secretary for the purpose.

11. **Transfer:** The Management shall have right to transfer on the same pay and on equal or identical post any employee from one department or sections to another department or section and/or from one place to another place any where in India and abroad where activities of the Organization are undertaken.
12. **Pay and Allowance:** Pay and House Rent allowances admissible to various classes and categories of employees shall be in accordance with pay scales indicated in the Annexure-A appended to these Regulations.
13. **Days and Hours of Work and Holidays:** The Organization shall work 6 days in a week and shall observe one day as weekly off which will ordinarily be Sunday.
 - 13.1. The working hours shall be ordinarily from 9.00 a.m. to 6.00 p.m. with a recess of 60 minutes. However, for the field work, the employees need to adjust his/her working hours based the convenience of the communities with whom Janakalyan works.
 - 13.2. If an employee comes late for 3 days in a month, i.e. after 9.00 a.m., ½ day (Casual) leave will be automatically debited from his/her account and for more than 3 days, one day Casual Leave for every two days of late coming will be debited. In case an employee is not having sufficient casual leave for debit, LWP will be considered.
 - 13.3. JANAKALYAN will observe holidays as those prescribed by the Government not exceeding 6 days a year. The ED will prepare a calendar of National Holidays not exceeding 15 calendar days at the beginning of each fiscal year and circulate it to all staff. All public holidays are not holidays for JANAKALYAN.
 - 13.4. Employees who are required to work on public holidays are entitled to compensatory day off. JANAKALYAN will keep records of number of hours/days worked by its employees on public holidays. Request for compensatory leave shall be substantiated with this record and approved in advance by the appropriate authority.
 - 13.5. **Overtime:** Various factors, such as workloads, operational efficiency, and staffing needs, may require variations in an employee's total hours worked each day. In such circumstances, the employee may have to work beyond the scheduled office hours. Under such circumstances, the staff working overtime on request of the management is entitled to payment for working overtime and is authorized by its immediate supervisor for the same. However, no overtime compensation will be provided for staff during field trips and to the employees of Group I-II. The overtime rate for Group III-V will be paid on hourly basis and will be calculated on the basis of the basic salary.
14. **General Conditions of Leave:**
 - 14.1. Leave cannot be claimed as of right.
 - 14.2. When the exigencies of the organization so require, leave of any kind be refused or revoked or postponed in the interest of the Organization.



15. Casual Leave

- 15.1. Casual Leave (CL) up to 12 days during the calendar year can be granted.
- 15.2. Not more than 3 days at a time may be allowed to an employee.
- 15.3. Un-availed casual leave will lapse at the end of the calendar year.
- 15.4. Members of the staff joining the Organization during the calendar year will be entitled to casual leave proportionately.
- 15.5. CL will be treated as such only if it is duly approved by the sanctioning authority (i.e. it should not be taken as granted)
- 15.6. Intervening holidays can not be combined with CL being availed. If so done, such holidays intervening the period of leave will be counted as leave period. An example is illustrated below-

15-5-2010	Holiday	(Tuesday)
17-5-2010	Holiday	(Thursday)
19-5-2010	Holiday	(Saturday)

In the above case, an employee will not be able to take CL on 14-5-2010, 16-5-2010 and 18-5-2010 and make his/her absence for total period
- 15.7. Prefix/suffix of sanctioned holidays/Sundays can be availed with casual leave
- 15.8. As the word 'casual' leave indicates casual requirement for any contingency on the part of an employee to meet certain obligations, it has to maintain its character of being consecutive, and linking of its intervening holidays with CL is not a healthy practice. Accordingly the CL which is not of consecutive in its nature will not be sanctioned.

16. Maternity Leave

- 16.1. Maternity Leave may be granted to female members of the staff on full pay for a period of 90 days per occasion for **two occasions** during the entire period of service.
- 16.2. Paternity leave may also be granted to male members of the staff on full pay for a period of 15 days per occasion for two occasions during the entire period of service, if applied for.

17. Compensatory Leave

- 17.1. Compensatory Leave will be eligible only when an employee has worked on holidays. It will not be granted for working for extra hours on working days.
- 17.2. When a staff has worked on holidays, a **note** i.e. initiation in this regard (through Reporting Officer) will be required to be given by the concerned staff member to Personnel Department, so that credit of compensatory leave can be recorded.
- 17.3. An employee can avail 3 compensatory leave at a time.
- 17.4. If an employee has worked on holidays for less than 4 hours, but more than 3 hours, ½ day Compensatory Leave can be availed.
- 17.5. If an employee has gone on tour, s/he will not be entitled to avail compensatory leave.
- 17.6. Compensatory Leave can be availed during the Calendar year only and after that it will lapse (i.e. no carry over will be allowed).
- 17.7. Staff member in group I & II are not expected to claim such leave except for training programs for which ED will decide eligibility.



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- 17.8. Compensatory Leave can be combined with casual leave provided the total leave at a time should not exceed 3 days.
- 17.9. An employee can avail compensatory leave only if the Casual Leave is exhausted.

18. Weekly Off:

- 18.1. An employee can work on all weekdays without availing weekly off; such weekly off could be accrued and could be availed in more than 2 installments in a year.
- 18.2. A maximum of 30 weekly off could be accrued in a calendar year by an employee.
- 18.3. Such accrued weekly off could be availed by the employee with a ceiling limit of 15 days at a time.

19. **Absences:** An employee who is unable to come to the office is required to notify the office of the reason for his/her absence. Unauthorized absences are grounds for disciplinary action. The following procedures shall apply-

- 19.1. An employee that has been absent for two consecutive working days without notice, an explanation shall be personally sought of by the Reporting Officer. He/she shall be asked to put in writing the reason(s) for his/her absence.
- 19.2. If, after seven consecutive days of absence, the employee continues to fail to give any explanation of the cause of his/her absence, the employee will be considered to have resigned from his/her position.
- 19.3. In cases where the employee cannot give any satisfactory answer to the cause of his/her absences, in the judgment of the Secretary, the employee may be subjected to disciplinary action.

20. Leave Application

- 20.1. In order to avoid track of communication, correct status about leave sanction, etc. and for proper administration record, the following procedures shall be followed regarding all leave.
- 20.2. Any leave request must be made in advance.
- 20.3. No one should take leave for granted and remain absent unless sanction is communicated in writing.
- 20.4. If urgency or unexpected situation leads to requirement of any leave, then it is the responsibility of the concerned staff members to -
 - 20.4.1. Inform the Reporting Officer by telephone and seek approval or
 - 20.4.2. Take the risk off getting approval on the day of joining after leave is taken.
- 20.5. All leave unless sanctioned by the authorized person will become LWP.
- 20.6. While Reporting Officer (RO) can be directly approached for getting the leave sanctioned, the decision whether the leave is sanctioned or not will be communicated only by the Administration/Personnel Department in writing.
- 20.7. In absence of RO, it will be the responsibility of the concerned person and Director/Administrator to process and get the matter settled.
- 20.8. No staff member should assume that leave is treated as sanctioned just because no communication is received.



21. Essential Perquisites and Facilities

21.1. **Travel facility:** Every employee while on tour in connection with the work of the Organization will be allowed the traveling facility as under.

GROUP	Mode and Class of Accommodation
I	<ul style="list-style-type: none">• By AC II class by train, if the journey is less than overnight by train• By air, if the journey time is more than overnight by train or as per convenience of the officer travelling
II & III	<ul style="list-style-type: none">• AC 3-tier by train for the journey is less than 24 hours by train
IV & V	<ul style="list-style-type: none">• Second class by train or by any other mode of public transport

21.2. Local tour in connection with the duty

21.2.1. The actual fare by the Public Transport will be reimbursed for the official trip. Traveling allowance for routine field visits by Group III-V will be reimbursed as per actual. However, the Officer of the group I & II will be provided travel facilities during their visits to any project areas and/or branches of JANAKALYAN and other offices on official duty.

21.2.2. For regulating the travel, a complete calendar day of tour shall be reckoned from mid-night to mid-night.

21.2.3. Reimbursement of actual expenditure towards food and accommodation for official trip would be reimbursed.

21.2.4. If any staff member while on tour takes leave, necessary leave report should be submitted to the Administration Wing, through respective head immediately.

21.2.5. Unless specific terms are prescribed in contract appointment, staff appointed on contract assignment will also be entitled to above facility depending upon specific group to which they belong during the period of their assignment.

21.2.6. Staff members concerned shall have to submit details along with the TA bill such as ticket and reservation ticket number in case of travel by train or bus and air ticket jacket along with boarding pass in case of travel performed by air. So also, when staff member has claimed actual expenses for lodging in a hotel, the bill and receipts are required to be submitted in original.

22. Vehicle Maintenance Reimbursement

22.1. The reimbursement of expenditure shall be made by the Organization up to limits indicated below to the respective employees maintaining vehicles owned by them.

Group	Amount Eligible for claiming towards maintenance
I & II	Up to Rs.5000 per year for four wheelers or up to Rs.2000 per year for two wheelers
III	Up to Rs.3500 per year for four wheelers or up to Rs.1500 per year for two wheelers
IV	Up to Rs.1000 per year for two wheelers or up to Rs.500 per year for bicycle
V	Up to Rs.750 per year for two wheelers or up to Rs.300 per year for bicycle

22.2. The reimbursement may be made to the respective staff members only upon completion of a year of service against presentation of declaration bills by the claimant having incurred expenditure.



23. Retirement

- 23.1. The age for retirement or superannuating of the employee shall be completion of **sixty** years. S/he shall be served with a notice of retirement one month prior to the date of retirement.
- 23.2. Those who want to serve even after their retirement could be allowed by Secretary on case to case basis.
- 23.3. The age limit for retirement does not apply to the volunteers.

24. Termination of Employment

- 24.1. The employment of a confirmed employee may be terminated by one month advance notice or pay in lieu of notice thereof.
- 24.2. The employment of a probationer or a temporary employee may be terminated by 15 days prior notice or pay in lieu of the period of notice.
- 24.3. The order of termination of an employee shall be made in writing by the ED or a duly authorized Officer in this behalf.
- 24.4. If any permanent employee desires to leave the service of the Organization s/he shall give three months advance notice in writing to the ED or to the duly authorized Officer, whereas an employee on probation will give one month notice if s/he desires to leave the services of the Organization.

25. Suspension or Dismissal of an employee: An employee of the Organization can be suspended by the Secretary or duly authorized Officer on the following occasions-

- 25.1. Regular absence in duty without permission of the appropriate authority.
- 25.2. Not performing his/her duties to the best satisfaction of the superiors.
- 25.3. Creating problems / obstacles to the performance of other employees of the organization or his/her colleagues or subordinates.
- 25.4. Willful damage to work in process or to any property of the Organization.
- 25.5. Holding meeting inside the premises of the Organization without the previous permission of the competent authority or except in accordance with the provisions of any law for the time being in force.
- 25.6. Disclosing to any unauthorized person any information in regard to the activities of the Organization may come into the possession of the employee in the course of his work.
- 25.7. Gambling or consuming alcohol within the premises of the Organization.
- 25.8. Smoking or splitting on premises of the Organization where it is prohibited y the Organization.
- 25.9. Failure to observe safety instructions notified under any Act, law or rules of the Organization or interference with any safety device or equipment installed within the premises of the Organization.
- 25.10. Distributing or exhibiting within the premises of the Organization, hand-bills, pamphlets, posters and such other things or causing to be displayed by means of signs or writing or other visible representation on any matter without previous sanction of the appropriate authority.
- 25.11. Refusal to accept a charge-sheet order or other communication served in accordance with these standing Orders.
- 25.12. Unauthorized possession of any lethal weapon in the establishments.



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- 25.13. Neglect to take due care of equipment, machines, instruments entrusted to the employee in the course of duties.
- 25.14. Conviction in any court of law for any offense involving moral turpitude.

26. Punishments: An employee guilty of misconduct may be inflicted any of the following punishments-

- 26.1. Warning or Censure
- 26.2. Suspension
- 26.3. Withholding of increments of pay
- 26.4. Reduction to lower stage in the time scale of pay for a specified period.
- 26.5. Compulsory Retirement
- 26.6. Discharge from Service
- 26.7. Dismissal

27. Disciplinary Authorities

- 27.1. The Governing Board, the Secretary / ED authorized by a Resolution of the Governing Board shall be the disciplinary authority for employees belonging to Officers of Group I.
- 27.2. The ED and/or a duly authorized Officer shall be the disciplinary authority for the rest of the employees.

28. Disciplinary Procedure

- 28.1. No order of punishment under Clause-26 shall be made except after holding an enquiry against the employee concerned in respect of the alleged misconduct in the manner set forth in clause 28.2 hereunder.
- 28.2. An employee against whom an enquiry has to be held shall be given a charge-sheet clearly setting forth the circumstances appearing against him and requiring explanation. S/he should be given an opportunity to answer the charge and permitted to be defended by an employee working in the same department as him/her. Except for the reasons to be recorded in writing by the Officer holding the enquiry, the employee shall be permitted to produce witness in his/her defense and cross-examine any witness on whose evidence the charge rests. A concise summary of the evidence led on both sides and the employee's plea shall be recorded.
- 28.3. Where as a result of disciplinary proceedings against an employee, any action is contemplated or is pending under any clause-26 or where any proceedings on a criminal charge are taken against him/her in respect of any offense and disciplinary authority is satisfied that it is necessary or desirable to place the employee under suspension, s/he may by order in writing suspend him/her with effect from such date as may be specified in the order. A statement setting out in detail the reasons for such suspension shall be supplied to the employee within a week from the date of suspension.
- 28.4. An employee who is placed under suspension under clause 28.2 shall, during the period of such suspension, be paid a subsistence allowance at the following rates, namely -
 - 28.4.1. Where the enquiry contemplated or pending is departmental, the subsistence allowance shall, for the first ninety days from the date of suspension, be not less



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than one-half of the pay which the employee would have been entitled if s/he were on leave with pay. If on account of prolongation of the departmental inquiry the employee continues to be under suspension for a period exceeding ninety days, the subsistence allowance shall for such period be not less than three-fourth of the pay. Provided that where such enquiry is prolonged beyond a period of ninety days for reasons directly attributable to the employee, the subsistence allowance shall, for the period exceeding ninety days be reduced to an amount up to one fourth of pay.

- 28.4.2. Where the inquiry is by an outside agency or individual, as the case may be, where proceedings on a criminal charge are taken against the employee, the subsistence allowance, shall for the first one hundred and eighty days from the date of suspension, be not less than one-half of his pay to which the employee would have been entitled to if s/he were on leave. If on account of prolongation of such inquiry or proceedings on a criminal charge, the employee continues to be under suspension for a period exceeding one hundred and eighty days, the subsistence allowance shall, for such period, be not less than three-fourths of the pay.
- 28.5. Provided that where such inquiry or proceedings on a criminal charge is prolonged beyond a period of one hundred and eighty days for reasons directly attributable to the employee, the subsistence allowance shall for the period exceeding one hundred and eighty days, be reduced to an amount up to one fourth of the pay.
- 28.6. If on the conclusion of the inquiry, or as the case may be, of the proceedings on a criminal charge, the employee has been found guilty of the charges framed against him/her and it is considered, after giving the employee concerned a reasonable opportunity of making representation on the penalty proposed, an order of dismissal or discharge or suspension or fine of stoppage of annual increment or reduction in ranks would meet the ends of justice, the employer shall pass an order accordingly.
- 28.7. Provided that when an order of dismissal or discharge is passed under this clause, the employee shall be deemed to have been absent from duty during the period of suspension and shall not be entitled to any remuneration for such period and the subsistence allowance already paid to him shall not be recovered.
- 28.8. Provided further that where the period between the date on which the employee was suspended from duty pending the inquiry or proceedings a criminal charge and the date on which an order of suspension was passed under this clause exceeds four days, the employee shall be deemed to have been suspended only for four days or for the remaining period s/he shall be entitled to the same pay as s/he would have received if s/he had not been placed under suspension, after deducting the subsistence allowance paid to him/her for such period.
- 28.9. Provided also that where an order imposing stoppage of annual increment or reduction in rank is passed under this clause, the employee shall be deemed to have been on duty during the period of suspension and be entitled to the same pay and privileges as s/he would have received if he had not been placed under suspension, after deducting the subsistence allowance paid to him/her for such period.
- 28.10. If on the conclusion of the inquiry, or as the case may be, of the proceedings on a criminal charge, the employee has been found to be not guilty of any of the charges framed against him/her, s/he shall be deemed to have been on duty during the period of suspension and shall be entitled to the same pay and privileges as s/he



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- would have received if he had not been placed under suspension, after deducting the subsistence allowance paid to him for such period.
- 28.11. The payment of subsistence allowance under this order shall be subject to the employee concerned not taking up any employment or doing any remunerative activity during the period of suspension.
- 28.12. In awarding punishment under this regulation, the Disciplinary Authority shall take into account the gravity of the misconduct, the previous record, if any, of the employee and any other extenuating or aggravating circumstances that may exist.
- 28.13. If an employee refuses to accept a charge-sheet, order or other communication served in accordance with these Regulations and provided that he has been asked to accept the charge-sheet in the presence of at least two witnesses, s/he shall be told verbally the time and the place at which the enquiry into his alleged misconduct is to be held and if he refuses or fails to attend at that time, the punishment awarded shall take into account the misconduct under sub-clause 26 thus committed.
- 28.14. An employee shall be liable to be laid off for any reasons whatsoever when the Organization is not able to provide him/her with work. In such an event the employee shall not be entitled to compensation.
- 29. Obligation to subscribe to the Provident Fund:** Unless otherwise directed by the Organization, every employee shall become a member of Contributory Provident Fund. However, an employee would also be given exemption from PF on valid ground stated by the employee in an application. The following guidelines are compliance by the staff members.
- 29.1. The scheme will cover staff members who are appointed on regular establishment of the Organization.
- 29.2. Staff members who were members of EPF scheme prior to joining the Organization may be allowed to join the scheme from their date of joining after considering necessary particulars relating to their membership, which re required to be given to the Administration in the form prescribed.
- 29.3. The staff members who were not members of such provident fund scheme prior to joining the Organization will be allowed to join the scheme after completion of 60 days of their service in the Organization.
- 29.4. The staff members are compulsorily required to join the scheme from the day when the scheme is made operative. Therefore, they will require paying subscription to the scheme @ Rs.12% of their pay. The amount of subscription in respect of all such members will be deducted from their salary every month.
- 29.5. Eligible staff members will have to fill in agreement and nomination forms immediately and send to the administrative wing.
- 30. Declaration of being bound by Regulation:** Every employee shall subscribe to a declaration in Form-I appended herewith.
- 31. Declaration of Domicile:** Every employee shall make a declaration of his/her domicile in the Form-II appended herewith. The domicile of an employee means-
- 31.1. It is a place which an employee is required to visit periodically in regard to performance of domestic and social duties. Whether an employee has paid frequent



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visits to such a place after his/her employment with the Organization is not the matter of concern.

- 31.2. If the employee owns property there for residence and if the property is held by the joint family, whether s/he is a member of such joint family.
- 31.3. If any nearest relatives of the employee resides there.
- 31.4. If the employee stayed there in that place previous to his/her employment.

32. Resignation

- 32.1. An employee desirous of tendering resignation has to submit resignation with a notice period of **one month** in case of probationers and **three months** in whose case probation period is over. The notice period is necessary in the interest of the on-going activities and commitments on hand. The shortfall in the period of the notice therefore will be adjusted by recovering a pay for the number of days.
- 32.2. However, considering the overall issue, following criteria will be followed while accepting the resignation.
 - 32.2.1. Staff members who tenders resignation will not be entitled to avail accrued leaves to his/her credit during the notice period. However, s/he may be permitted to avail casual leave to meet with contingencies. All other leave perks and facilities will lapse except vehicle maintenance reimbursement, medical expense reimbursement and traveling facilities where s/he has to perform tour in the interest of the organization activities.
 - 32.2.2. If the staff member concerned is availing leased accommodation facilities, s/he shall vacate the residence before the scheduled date of his/her relief from the services of the Organization or alternatively s/he shall produce No Objection Certificate from the Landlord to the satisfaction of the Organization.
 - 32.2.3. The Administration and Personnel wing shall ensure that clearance about "No Due" from all relevant sections is obtained during the notice period so as to facilitate proceeding the acceptance of resignation and relieving the staff member concerned on the date scheduled for his relief.

33. **Interim positions and promotions:** An employee may be called on to temporarily perform a job in a higher category. That does not automatically give him the right to the salary and benefits of this position. However, after a reasonable amount of time, JANAKALYAN shall reclassify the employee in the category of the new job or return him/her to his/her former duties.

- 33.1. An employee who receives a promotion can be required to complete a trial period in the new position. If the trial period is successfully concluded, the employee will be reclassified in the new job category and at a salary scale level higher than his former position. If the trial period is not satisfactorily completed, the employee will be reinstated in a position at the same level as his former position.

34. Conflict Management:

- 34.1. Whenever a dispute arises among the JANAKALYAN staff, it shall be resolved in a constructive manner, i.e. the solutions shall lead to positive changes. Employees who feel unfairly treated or who have complaints about a situation or about working conditions should notify the RO immediately.



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- 34.2. **Staff Behavior:** JANAKALYAN expects its employees to adopt attitudes and behavior that maintain the good image of the organization. JANAKALYAN employees shall display an exemplary level of professionalism and integrity. Furthermore, besides the usual rules every good employee needs to follow (respect, courtesy, punctuality), there are particular procedures of conduct for members of the organization which must be observed.
- 34.3. **Political Activities:** Since JANAKALYAN is a non-political organization, employees shall not participate in activities of a purely political nature on work premises or during working hours. It is also prohibited to use the organization's materials for these purposes.
- 34.4. **Discrimination and Harassment:** Under the principles established by JANAKALYAN, no employee, man or woman, has the right to put pressure on another, make intimate advances, give preferential treatment or show sexual favoritism at work.
35. **Conflict of Interest:** To avoid putting themselves in a conflict of interest with the objectives and operations pursued by JANAKALYAN, employees shall respect the following guidelines:
- 35.1. It is prohibited to use JANAKALYAN property for illegal or unauthorized purposes.
- 35.2. It is prohibited for any JANAKALYAN employee having confidential information to disclose it without express authorization beforehand.
- 35.3. Employees cannot at any time accept a job from another employer if this job interferes with their work schedule and their duties and responsibilities.
- 35.4. Employees shall avoid putting themselves in situations where they may gain profit or derive direct or indirect interest by influencing a contract award.
- 35.5. Employees cannot solicit or accept tips, gifts, favors or other forms of gratuities for services rendered or required to be rendered in performing their duties within the organization.
36. **Grievances:** If an employee feels unfairly treated by circumstances that infringe on his/her rights or change his/her employment conditions, he/she should discuss the situation with his/her immediate supervisor. If, after the matter has been discussed and corrective measures taken, an employee feels it has not been satisfactorily settled, he/she can submit a grievance to the Secretary, who will discuss and provide appropriate solution. All grievances shall be handled internally because there is no recourse to external mediation or arbitration.
37. **Performance Evaluation:** A performance evaluation system is composed of three main stages that generally take place over a period of a year:
- 37.1. **Performance planning:** The performance planning stage enables employees and supervisors to come to an agreement on what is to be accomplished during the year and how it will be carried out. The following procedures and tools are used to facilitate this stage:
- 37.2. **Job description or list of duties:** Each employee must have an up-to-date job description defining the purpose of the work and the responsibilities involved.
- 37.3. **Setting of objectives:** For each key responsibility associated with a position, at least one objective should be established for a particular period. The objectives should be clear and quantifiable, and the assessment criteria should be mentioned.



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- 37.4. **Individual action plan:** The individual action plan is a planning tool used to specify the steps to be taken to achieve the objectives set beforehand. The action plan should be prepared jointly with the immediate supervisor. It may also involve new initiatives facilitating improved productivity or personal capacity development.
- 37.5. **Performance Monitoring and Management:** Staff performance and productivity should be managed on an on-going basis throughout the year. The following elements, among others, are involved:
- 37.5.1. **On-going Supervision:** This means taking the time to observe, examine sources of difficulty and seek solutions.
- 37.5.2. **Regular Communication:** This involves regular exchanges so that employees can receive feedback about their performance and receive the necessary supervision.
- 37.6. **Periodic Evaluation:** This involves formal, scheduled meetings between an employee and supervisor to discuss activities carried out, end results and the adjustment of the action plan and objectives, if necessary. A minimum of one meeting every six months is suggested to ensure satisfactory results.
- 37.7. **Salary Increment:** Salary increment will be based upon an employee's position and performance. Increment will be provided to employees on annual basis after their performance evaluation. Salary increment is calculated on the basis of basic salary of the staff.
- 37.8. **Bonus:** All employees of Group IV-V shall receive an annual bonus equal to one month's basic salary. Bonus will be included in the monthly salary payment of the month preceding the festival. However, new staff on will not receive any annual bonus until the completion of the six-month probationary period.



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Form I

DECLARATION REGARDING SERVICE REGULATIONS (Service Regulation - 35)

I hereby declare that I have read and understood the **JANAKALYAN Service Regulations-2001** and I hereby subscribe to and agree to be bound by the said regulations which may be amended from time to time.

Name in Full :

Permanent Address :

Date of Birth :

Nature of Appointment :

Date of Appointment :

Place :

Date :

Signature of the Employee

Name and Signature of the Witness:



Form II

DECLARATION OF DOMICILE
(Service Regulation 36A)

I, the undersigned, having been appointed to the service of JANAKALYAN , hereby declare

_____ (Place) _____ (Block)

_____ (District) _____

(State) as my place of domicile.

Name in full :

Nature of Appointment :

Date of Appointment :

Date :

Signature of the Employee

Place :



JANAKALYAN

General Body of Janakalyan									
Governing Board									
Executive Director									
EDUCATION WING		ADMINISTRATION WING		RESEARCH & DEVELOPMENT WING					
Teaching Department	Library Department	Administration Department		Publication Department	Research Department	Training Department	Development Department		
PRINCIPAL		ADMINISTRATOR		SENIOR PROGRAM MANAGER					
	Library Manager	Finance Manager	HR Manager	Chief Editor	Chief Promoter	Chief Researcher	Chief Faculty	Program Manager	
	Associate Library Manager	Associate Finance Manager	Associate HR Manager	Associate Editor	Associate Promoter	Associate Researcher	Associate Faculty	Project Coordinator	Project Coordinator
Assistant Teacher	Assistant Library Manager	Accountant	Documentation Officer	Assistant Editor	Assistant Promoter	Assistant Researcher	Assistant Faculty	Assistant Project Coordinator	Assistant Project Coordinator
	Library Assistant	Cashier	Assistant Documentation Officer	Editorial Assistant	Promoting Assistant	Lab/Field Assistant	Faculty Assistant	Project Assistant	Project Assistant
Volunteers / Telephone Operators / Peon / Watchman / Drivers / Technicians / Secretaries / Sweeper/ Nurse / care takers / Receptionists / Expert Technicians									

**Annex A****1. STATEMENT SHOWING DETAILS OF PROGRAM STAFF POSITIONS & PAY SCALES OF JANAKALYAN**

Designation	Group	Pay Scales
Executive Director	I	Rs. 20950-2000-30950-3000-60950
Principal / Senior Programs Manager	I	Rs. 15500-1000-25500-1500-40500
Chief Editor/ Chief Promoter/ Chief Researcher/ Chief Faculty/ Proram Manager	II	Rs. 7550-750-15050-1000-25050
Associate Editor /Associate Promoter / Associate Researcher/ Associate Faculty/ Project Coordinator	II	Rs. 3550-350-7050-500-12050
Assistant Teacher/ Assistant Editor/ Assistant Promoter/ Assistant Researcher/ Assistant Faculty/ Assisatn Project /Assistant Coordinator	III	Rs. 2850-250-5350-375-9100
Editorial Assistant/ Promoting Assistant/ Lab/Field Assistant/ Faculty Assistant/ Project Assistant	IV	Rs. 2450-150-3550-250-6450

2. STATEMENT SHOWING DETAILS OF SUPPORTING STAFF POSITIONS & PAY SCALES OF JANAKALYAN

Designation	Group	Pay Scales
Library Manager/Finance Manager/HR Manager	II	Rs. 3550-350-7050-500-12050
Associate Library Manager/ Associate Finance Manager/Associate HR Manager	III	Rs. 2850-250-5350-375-9100
Assistant Library Manager/Accountant/Documentation Officer	III	Rs. 2450-150-3550-250-6050
Library Assistant/Cashier/Assistant Documention Officer	IV	Rs. 2050-150-3550-175-5300
Volunteers / Telephone Operators / Peon / Watchman / Drivers / Technicians / Secretaries / Sweeper/ Nurse / care takers / Receptionists / Expert Technician	V	Rs. 1550-100-2550-150-4050